IN THE CIRCUIT COURT OF LONOKE COUNTY, ARKANSAS CARLYN BRAY PLAINTIFF v. CASE NO. _____ ESURANCE PROPERTY & CASUALTY INSURANCE COMPANY DEFENDANT CLASS ACTION COMPLAINT

I. Introduction

1. Carlyn Bray insured her 2005 Ford Freestar Wagon S with Esurance Property & Casualty Insurance Company ("Esurance"). Bray was involved in a vehicle collision, and Esurance declared the vehicle a total loss. As it does with all its total loss claims, Esurance used a CCC One Market Valuation Report ("CCC One Report") to determine the actual cash value. Based on the report, Esurance valued the actual cash value or replacement cost of the vehicle at \$1,597.00. This is less than the actual cash value of the vehicle and less than what was required to replace his vehicle with another of like kind and quality.

- 2. Esurance's use of the CCC One Report to value total loss claims violates its contracts with its insureds and Arkansas law. Esurance is required to calculate actual cash value through either: (a) the cost of a specific, comparable replacement automobile, or (b) using one of two or more quotations obtained from two or more qualified dealers or appraisal services located within the local market area. Instead of following Arkansas law, Esurance uses the CCC One Report to cheat their policyholders and increase their profits. The CCC One Report systematically undervalues the insured's vehicles, resulting in a payment of less than the actual cash value for all total loss claims, saving Esurance millions of dollars each year at the expense of its insureds.
- 3. Bray brings this suit on behalf of herself and others similarly situated to recover the difference between the actual cash value of her vehicle and what she was paid, punitive damages, costs, and attorneys' fees. Plaintiff also asks the Court to declare that the use of the CCC One Report to adjust first-party insurance claims violates Arkansas law and to permanently enjoin its use.

II. PARTIES, JURISDICTION, AND VENUE

- 4. Plaintiff Carlyn Bray is a resident and citizen of Lonoke County, Arkansas. At all times relevant to this Complaint, she had a motor vehicle insurance policy with Esurance Property & Casualty Insurance Company.
- 5. Defendant Esurance Property & Casualty Insurance Company is incorporated and has its principal place of business in Wisconsin. It is licensed to do business in Arkansas, and its registered agent for service is CT Corporation System, 124 West Capitol Avenue, Suite 1900, Little Rock, Arkansas 72201.
- 6. This Court has subject matter jurisdiction pursuant to Ark. Const. amend. 80, § 6 and Ark. Code Ann. § 16-13-201.
- 7. Venue is proper in this Court because Plaintiff resided in Lonoke County at the time of the events which gave rise to this cause of action, and the accident occurred in Lonoke County. Ark. Code Ann. § 16-60-101.

III. FACTUAL ALLEGATIONS

8. Bray was involved in a motor vehicle accident in June 2018, which resulted in substantial damage to her 2005 Ford Freestar Wagon S. Bray insured her vehicle with Esurance Property & Casualty Insurance

Company, and she filed a claim regarding her property damage claim.

Esurance determined that the vehicle was a total loss.

- 9. Bray's insurance policy with Esurance contained a clause providing for the adjustment and settlement of total loss claims based on actual cash value or replacement with another of like kind or quality. Upon information and belief, this is Esurance's standard automobile insurance policy issued to insureds in the state of Arkansas.
- 10. Bray has currently been unable to locate a copy of her policy to attach to this complaint, and Esurance did not respond to her request for a copy of her policy. Good cause exists for Bray not to attach a copy to her complaint because Defendant has a copy of the policy, and she can obtain a copy in discovery.
- 11. To adjust Bray's claim, Esurance used a report from a third-party corporation, CCC Information Services, Inc. The report is known as the CCC One Report. The CCC One Report is sold almost exclusively to insurance companies, and it is marketed as reducing the cost of total value settlements. Upon information and belief, Esurance uses the CCC One Report to calculate its offers of all total loss claims.

- 12. Esurance presented the CCC One Report to Bray as representing the actual cash value of the vehicle, and, based on the CCC One Report, Esurance paid \$1,597.00 to adjust Bray's claim. See CCC One Report, attached as Exhibit "A."
- 13. The CCC One Report systematically undervalues vehicles by making a series of arbitrary and unexplained adjustments to the vehicles contained in the report. For instance, the CCC One Report bases its estimate on vehicles listed for sale in Houston, Texas, Sparta, Kentucky, and Austell, Georgia, all more than 400 miles from Bray's home in Ward, Arkansas.
- 14. The CCC One Report automatically discounts a certain amount from the list value of vehicles it uses for comparison for "condition." For example, the value of all three vehicles listed in the report were adjusted \$550.00 for "condition." Neither Esurance nor the report explain the amount discounted or how that amount was determined. However, this serves to immediately lower the cash price paid to covered parties.
- 15. The CCC One Report makes other adjustments to the vehicles used for comparison for mileage and options, but the report does not explain how or why those adjustments are made.

- 16. The effect of these adjustments is to reduce the payment on the claim to an amount less than the actual cash value and far less than is required to purchase a replacement vehicle of like kind and quality.
- 17. Esurance knows that the CCC One Report undervalues vehicles.

 Despite knowing that the CCC One Report undervalues vehicles, Esurance continues to use it to determine the amount to pay claimants.
- 18. Arkansas law requires that Esurance, when adjusting or settling first party automobile total losses, either provide a replacement vehicle, provide a cash settlement based on a specific replacement vehicle if one is available in the local market area, or use "one (1) of two (2) or more quotations obtained by the insurer from two (2) or more qualified dealers or appraisal services located within the local market area when a comparable automobile is located in the local market area." Ark. Ins. Regulation 43, § 10(a)(2). If the insurer deviates from one of those methods, the deviation must be supported by documentation giving particulars of the automobiles condition, and "[a]ny deductions from such cost, including deduction for salvage, must be measurable, discernable, itemized, and specified as to dollar amount and shall be appropriate in amount." Ark. Ins. R. 43,

- § 10(a)(3). Further, "[t]he basis for such settlement shall be fully explained to the first party claimant." Ark. Ins. R. 43, § 10(a)(3).
- 19. CCC Information Services, Inc. is not a qualified dealer or appraisal service located in Lonoke County, Arkansas. While CCC Information Services, Inc. is registered with the Arkansas Secretary of State to do business in Arkansas, it does not maintain any offices in the state of Arkansas.
- 20. Esurance did not provide documentation about why it needed to deviate from one of the two approved methods for Bray's vehicle, and there was nothing unique about Bray's vehicle that would justify deviating from the methods approved under Arkansas law.
- 21. Esurance knows or should know that using the CCC One Report to determine actual cash value violates Arkansas law. Despite knowing that the practice is unlawful, Farmers uses the practices because it saves Esurance millions of dollars. Esurance can achieve this savings because the cost of obtaining an appraisal and litigating the value of a property damage claim exceeds the difference in value between the CCC One Report and the actual cash value of the vehicle.

IV. CLASS ACTION ALLEGATIONS

- 22. Plaintiff incorporates by reference the preceding paragraphs as if they were fully set forth herein.
- 23. Plaintiff brings this as a class action under Rule 23 of the *Arkansas* Rules of Civil Procedure.
- 24. Members of the putative class are so numerous that joinder of all such members is impracticable. The exact size of the putative class is unknown, but may be easily determined from records maintained by Farmers.
- 25. There are common questions of law and fact applicable to the putative class with respect to liability, relief, and anticipated affirmative defenses. Common questions of law and fact include:
 - a. Whether Esurance has a practice of using the CCC
 One Report to determine actual cash value;
 - b. Whether Regulation § 43, § 10 is incorporated into the terms of Esurance's automobile insurance policies;
 - c. Whether Esurance's practices violated Regulation 43, § 10;

- d. Whether CCC Information Services, Inc. is a qualified dealer or appraiser in the local market area; and
- e. By what percentage does the CCC One Report undervalue cars vis a vis their actual cash value.
- 26. Bray's claims are typical of the putative class. Like all other putative class members, Bray had a total loss automobile claim that was settled and adjusted using the CCC One Report.
- 27. Bray will fairly and adequately protect the interest of the putative class. She has no conflicts with putative class members and has suffered the same injury as members of the putative class.
- 28. Bray's counsel possesses the requisite resources and experience in class action litigation to adequately represent Plaintiffs in prosecuting the claims here.
- 29. The questions of law and fact common to Plaintiff and members of the putative class predominate over any question affecting only individual class members. These common questions concerning Esurance's wrongdoing must be resolved for all class members.
- 30. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Esurance engages in a Page 9 of 19

common business practice of using the CCC One Report to adjust total loss claims, which is alleged to violate Arkansas law, and it is not unfair to require Esurance to litigate its business practice on a class-wide basis. Moreover, class members' individual damage claims are too small to make individual litigation an economically viable alternative. But despite the small size of any one individual's claim standing alone, the aggregate value of the practice is substantial.

31. Bray's class claims are appropriate to proceed under the Arkansas Deceptive Trade Practices Act. Act 986 of 2017 – which purports to prohibit most private class actions under the ADTPA – is an unconstitutional intrusion into the Arkansas Supreme Court's exclusive authority to "prescribe the rules of pleading, practice and procedure for all courts." Ark. Const. Amend. 80, § 3; see also Johnson v. Rockwell Automation, 2009 Ark. 241, 308 S.W.3d 135 (holding two provisions of Arkansas Civil Justice Reform Act were unconstitutional); Summerville v. Thrower, 369 Ark. 231, 253 S.W.3d 415 (2007) (holding statute requiring reasonable cause affidavit was unconstitutional); Weidrick v. Arnold, 310 Ark. 138, 835 S.W.2d 843 (1992) (holding statute requiring 60-day notice before filing medical malpractice claim was unconstitutional).

V. CAUSES OF ACTION COUNT I: ARKANSAS DECEPTIVE TRADE PRACTICES ACT

- 32. Plaintiff incorporates by reference the preceding paragraphs as if they were fully set forth herein.
- 33. Arkansas law requires that an insurer adjust total loss automobile claims by providing the insured with enough money to purchase a specific comparable replacement vehicle in the local market area, or, if no comparable vehicle is available, using one of two or more quotations from a local dealer or appraiser. Ark. Ins. R. 43, § 10.
- 34. Esurance adjusts total loss automobile claims by relying on the CCC One Report, even though CCC Information Services, Inc. is not a local dealer or appraiser and even though the report does not provide the insured with sufficient funds to purchase a comparable replacement automobile in the market area.
- 35. Esurance engaged in an unconscionable, false, or deceptive act or practice in business, commerce, or trade when it used the CCC One Report to adjust Plaintiff's total loss claim. Esurance also used the same unconscionable, false, or deceptive act or practice in using the CCC One Report to adjust all of its total loss claims in Arkansas. See Ark. Code Ann. §

4-88-107(a)(10). See also Ark. Inc. R. 43, § 1 (expressly providing that violations of the Insurance Department's regulations regarding unfair claims settlement practices "constitute an unfair or deceptive act or practice in the business of insurance.").

- 36. Plaintiff and putative class members justifiably relied on Esurance's representation about the actual cash value of the vehicle.
- 37. Defendant's conduct proximately caused damage to Plaintiff and putative class members. Plaintiff and putative class members seek compensatory damages in an amount equal to the difference between the amount paid to them to adjust total loss claims and the actual cash value of their vehicle computed as required by Arkansas law.
- 38. Esurance knew or ought to have known that its conduct would result in injury to Plaintiff and putative class members and it continued in such conduct in reckless disregard of the consequences. As a result, Plaintiff and putative class members are entitled to punitive damages.
- 39. Plaintiff and the putative class members are entitled to an award of attorneys' fees, costs, and expenses in bringing their Deceptive Trade Practices Act claim.

COUNT II: FRAUD IN THE INDUCEMENT

- 40. Plaintiff incorporates by reference the preceding paragraphs as if they were fully set forth herein.
- 41. Esurance falsely represented that the amount in the CCC One Report represented the actual cash value of Bray's automobile. Esurance made the same false representation to every other putative class member.
- 42. Esurance knew that its representation was false. First, Esurance knew that Arkansas law requires that an insurer use one of the methods identified in Regulation 43 to determine actual cash value and that the CCC One Report was not a permissible method. Further, Esurance knew that the CCC One Report systematically generated valuations that were lower than the actual cash value that would have resulted had it obtained a valuation from a qualified local dealer or appraiser as required by Arkansas law.
- 43. Esurance intended to induce and coerce Plaintiff and putative class members into settling their total loss claims for less than they would have if Esurance had complied with Arkansas law and obtained a quotation from a qualified dealer or appraiser located in the local market area.
- 44. Plaintiff and putative class members justifiably relied on Esurance's representation about the actual cash value. Indeed, because the

misrepresentation goes to a material matter, reliance is presumed. *Manhattan*Credit Co. v. Burns, 230 Ark. 418, 323 S.W.2d 206 (1959) ("[R]eliance is to be presumed when, as here, the misrepresentation goes to a material matter.");

Pickering v. Garrison, 2009 Ark. App. 107, at *13 ("Reliance is presumed when the misrepresentation goes to a material matter.").

- 45. Esurance's conduct proximately caused damages. Plaintiff and putative class members suffered damages in an amount equal to the difference between the amount paid to them to adjust their total loss claims and the actual cash value of their vehicle computed as required by Arkansas law.
- 46. Defendant knew or ought to have known that its conduct would result in injury to Plaintiff and putative class members and it continued in such conduct in reckless disregard of the consequences. As a result, Plaintiff and putative class members are entitled to punitive damages.

COUNT III: BAD FAITH

- 47. Plaintiff incorporates by reference the preceding paragraphs as if they were fully set forth herein.
- 48. Esurance acted in bad faith to avoid liability under its policy issued to Bray. Esurance knew that its method of settling total loss claims

Page **14** of **19**

violated Arkansas law and would result in a lower payment to Bray than if Esurance would have obtained a quotation from a qualified local dealer or appraiser. Despite this knowledge, Esurance fraudulently presented the CCC One Report to Bray as representing the actual cash value of her vehicle.

- 49. Esurance did more than merely refuse to pay a claim. Esurance intentionally violated Arkansas law to save itself money at the expense of its insured. Esurance's conduct was dishonest and oppressive and was carried out with a state of mind characterized by contempt for its insureds.
- 50. Esurance's conduct proximately caused damages. Plaintiff and putative class members suffered damages in an amount equal to the difference between the amount paid to them to adjust total loss claims and the actual cash value of their vehicle computed as required by Arkansas law.
- 51. Esurance knew or ought to have known that its conduct would result in injury to Plaintiff and putative class members and it continued in such conduct in reckless disregard of the consequences. As a result, Plaintiff and putative class members are entitled to punitive damages.

COUNT IV: BREACH OF CONTRACT

52. Plaintiff incorporates by reference the preceding paragraphs as if they were fully set forth herein.

- 53. Bray and Esurance entered into a contract. Among other things, the policy provides for the adjustment and settlement of total losses based on actual cash value or replacement with another of like kind or quality.
- **54**. Arkansas law requires that Esurance either provide a replacement vehicle, provide a cash settlement based on a specific replacement vehicle if one is available in the local market area, or use "one (1) of two (2) or more quotations obtained by the insurer from two (2) or more qualified dealers or appraisal services located within the local market area when a comparable automobile is located in the local market area." Ark. Ins. Regulation 43, § 10(a)(2). If the insurer deviates from this method, it must provide documentation for the deviation, including giving particulars of the automobiles condition, and "[a]ny deductions from such cost, including deduction for salvage, must be measurable, discernable, itemized, and specified as to dollar amount and shall be appropriate in amount." Ark. Ins. R. 43, § 10(a)(3). Further, "[t]he basis for such settlement shall be fully explained to the first party claimant." Ark. Ins. R. 43, § 10(a)(3). The provisions of Ark. Ins. R. 43 are incorporated into the insurance contract as a matter of law. See First Sec. Bank v. John Doe 1, 2, & 3, 297 Ark. 254, 257, 760 S.W.2d 863, 865 (1988).

- 55. Bray and putative class members did what the contract required of them.
- 56. Esurance breached the contracts by using the CCC One Report instead of using the methods required by Arkansas law.
- 57. As a result of Esurance's breach of contract, Plaintiff and putative class members suffered damages in an amount equal to the difference between the amount paid to them to adjust total loss claims and the actual cash value of their vehicle computed as required by Arkansas law.

VI. JURY DEMAND & PRAYER FOR RELIEF

- 58. Plaintiff incorporates by reference the preceding paragraphs as if they were fully set forth herein.
- 59. Article 2, § 7 of the Arkansas Constitution provides that "The right of trial by jury shall remain inviolate, and shall extend to all cases at law, without regard to the amount in controversy[.]" Further, Article 2, § 13 also guarantees every person a "remedy in the laws for all injuries or wrongs " Plaintiff demands a remedy in the laws for all injuries and wrongs alleged, and a trial by jury on all issues so triable.

- 60. WHEREFORE, Plaintiff respectfully requests this Court:
 - a. Certify a class defined as:

All individuals insured by Esurance under a policy issued or effective in Arkansas who: (a) had a total loss claim with Esurance; (b) that received a settlement calculated using CCC One Report; (c) during the period from May 24, 2014 to the present.

- b. Appoint Carlyn Bray as class representative;
- c. Appoint Holleman & Associates, P.A. and Brad Hendricks

 Law Firm as class counsel;
- d. Declare that Esurance's practice of using the CCC One Report to adjust total loss claims violates Arkansas law;
- e. Enjoin Esurance from using the CCC One Report to adjust future total loss claims in the state of Arkansas;
- f. Award her compensatory damages in an amount equal to the difference between the actual cash value of her vehicle and the amount Esurance paid;
- g. Award her punitive damages in an amount sufficient to punish Esurance for its wrongdoing and to deter others from engaging in similar wrongdoing;

- h. Award Plaintiff all recoverable costs, expenses, and attorneys' fees incurred in prosecuting this action, together with all applicable interest; and
- i. Grant Plaintiff all such further relief deemed just and appropriate.

Respectfully Submitted,

HOLLEMAN & ASSOCIATES, P.A. 1008 West Second Street Little Rock, Arkansas 72201 Tel. 501.975.5040 Fax 501.975.5043

By: /s/John Holleman
John Holleman, ABN 91056
jholleman@johnholleman.net
Timothy A. Steadman, ABN 2009113
tim@johnholleman.net
Jerry Garner, ABN 2014134
jerry@johnholleman.net

&

Lloyd "Tre" Kitchens, ABN 99075

tkitchens@bradhendricks.com

THE BRAD HENDRICKS LAW FIRM

500 C Pleasant Valley Drive

Little Rock, AR 72227

Telephone (501) 221-0444

CCC SONE MARKET VALUATION REP



Prepared for ESURANCE



CLAIM INFORMATION

Owner Bray, Carlyn

15811 Ar Hwy 31 N Dep2,

Ward, AR 72176

Loss Vehicle 2005 Ford Freestar Wagon S

06/18/2018 Loss Incident Date Claim Reported 06/22/2018 Report reflects CCC Information Services Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by ESURANCE.

Loss vehicle has 9% greater than average mileage of 165,400.

The CCC ONE® Market Valuation



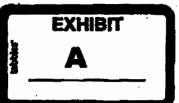
INSURANCE INFORMATION

89054909 Report Reference Number

TXA-0206555-01 Claim Reference Walker, Latoya Adjuster Lepley, Matthew **Appraiser**

Odomeler 181,051

07/09/2018 11:34 AM **Last Updated**

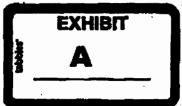


VALUATION SUMMARY

Base Vehicle Value	\$ 1,341.00
Condition Adjustment	- \$ 5.00
Refurbishments	+ \$ 261.00
Adjusted Vehicle Value	\$ 1,597.00
Value before Deductible	\$ 1,597.00
Deductible	- \$ 500.00

\$ 1,097.00 Total

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.



BASE VEHICLE VALUE

This is derived per our Valuation methodology described on the next page.

ADJUSTED VEHICLE VALUE

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

inside the Report

Valuation Methodology	2
Vehicle Information	3
Vehicle Condition	6
Comparable Vehicles	7
Valuation Notes	10
Supplemental Information	11

CCCSONE. MARKET VALUATION REPORT

Owner: Bray, Carlyn Claim: TXA-0206555-01

VALUATION METHODOLOGY

How was the valuation determined?



CLAIM INSPECTION

ESURANCE has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.



DATABASE REVIEW

CCC maintains an extensive database of vehicles that currently are or recently were available for sale in the U.S. This database includes vehicles that CCC employees have physically inspected, as well as vehicles advertised for sale by dealerships or private parties. All of these sources are updated regularly.

SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable vehicles in the area are selected. The zip code where the loss vehicle is garaged determines the starting point for the search. Comparable vehicles are similar to the loss vehicle based on relevant factors.



CALCULATE BASE VEHICLE VALUE

Adjustments to the price of the selected comparable vehicles are made to reflect differences in vehicle attributes, including mileage and options. Dollar adjustments are based upon market research.

Finally, the Base Vehicle Value is the weighted average of the adjusted values of the comparable vehicles based on the following factors:

- · Source of the data (such as inspected versus advertised)
- · Similarity (such as equipment, mileage, and year)
- · Proximity to the loss vehicle's primary garage location
- Recency of information



CCC SONE. MARKET VALUATION REPORT

Claim: TXA-0206555-01



VEHICLE INFORMATION

VEHICLE DETAILS

Location WARD, AR 72176 VIN 2FMZA50645BA53971 Year 2005 Make Ford Model Freestar Wagon Trim S **Body Type** Van Engine -6 Cylinders 3.9L Displacement **Fuel Type** Gasdine SPI Carburation Transmission **Automatic Transmission Overdrive**

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and to verify that the information accurately reflects the options, additional equipment or other aspects of the loss vehicle that may impact the value.

VEHICLE ALLOWANCES

Odometer	181,051	- 210
Options		
Power Sliding Door	Reported	+ 15
Cruise Control	Reported	+ 15
CD Player	Reported	+ 30
Cassette	Reported	+ 15
Privacy Glass	Reported	+ 15
Trailer Hitch	Reported*	+ 15
Reported* Option(s) added	after initial valuation	

Allowances are factors influencing the value of the loss vehicle when compared to a typical vehicle. The typical vehicle is a vehicle of the same year, make, and model as the loss vehicle, including average mileage, and all standard and predominant equipment. These allowances are displayed for illustrative purposes only.

The Base Vehicle Value is calculated from the comparable vehicles with adjustments to reflect the loss vehicle configuration

VEHICLE HISTORY SUMMARY

Experian AutoCheck

Title Check

CCCSONE. MARKET VALUATION REPORT

Owner: Bray, Carlyn Claim: TXA-0206555-01



VEHICLE EQUIPMENT

Odometer	181,051	
Transmission	Automatic Transmission	✓
	Overdrive	· •
Power	Power Steering	✓
	Power Brakes	✓
	Power Windows	✓
	Power Locks	✓
•	Power Mirrors	✓
	Power Sliding Door	Ð
Decor/Convenience	Air Conditioning	✓
	Climate Control .	a ,
	Tilt Wheel	✓
	Cruise Control	^ 8
	Rear Defogger	✓
	Intermittent Wipers	✓ ·
	Overhead Console	
	Keyless Entry	✔.
Seating	Cloth Seats	✓
	Bucket Seats	✓
	Redining/Lounge Seats	✓
	3rd Row Seat	✓
	Retractable Seats	✓
Radio	AM Radio	✓
	FM Radio	✓
	Stereo	✓
	Search/Seek	✓
	CD Player	Ē
	Cassette	
Wheels	Wheel Covers	✓
Safety/Brakes	Air Bag (Driver Only)	•
_	Passenger Air Bag	✓
	Anti-lock Brakes (4)	✓

To the left is the equipment of the loss vehicle that ESURANCE provided to CCC.

- Standard This equipment is included in the base configuration of the vehicle at time of purchase.
- Additional Equipment that is not Standard but was noted to be on the loss vehicle.

Case 4:19-cv-00457-JM Document 2 Filed 06/28/19 Page 24 of 33

CCC SONE. MARKET VALUATION REPORT

Owner: Bray, Cartyn Claim: TXA-0206555-01



VEHICLE EQUIPMENT

	4-wheel Disc Brakes	v
Exterior/Paint/Glass	Dual Mirrors	•
	Body Side Moldings	y
	Privacy Glass	
	Rear Window Wiper	•
	Clearcoat Paint	9
Other - Trucks	Rear Step Bumper	€
	Trailer Hitch	≅ ,ੀ:

CCCSONE MARKET VALUATION REPORT

Owner: Bray, Carlyn Claim: TXA-0206555-01



VEHICLE CONDITION/REFURBISHMENTS

COMPONENT CONDITION

	Condition	Inspection Notes	Value Impact
INTERIOR		· · · · · · · · · · · · · · · · · · ·	
Seats	NORMAL	light solling and fading, a few light stains - all seats	\$ 0
Carpets	NORMAL .	light soiling and cleanable loose debris and dirt	\$ 0
Dashboard	NORMAL	dash wear appears normal for age	\$0
Headliner	NORMAL	lightly scuffed	\$0
EXTERIOR			
Sheet Metal	NORMAL	no significant surface rust, normal dings	\$0
Trim	NORMAL	minimal damage to trim pieces	\$ o
Paint ·	NORMAL	no significant surface rust	\$0
Giass	NORMAL	light surface scratches and normal wear	\$0
MECHANICAL	L		
Engine	NORMAL	dirt and wear appears normal	\$0
Transmission	NORMAL	normal	\$0
Rebuilt Transmission		Purchase Price : \$ 2,331.00	\$ 261
TIRES			
Front Tires	NORMAL	43%	\$0
Rear Tires	FAIR	3 6%	- \$ 5
Total Cond	lition Adjustme	nts	- \$ 5

ESURANCE uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe - physical characteristics for these key ~ · components, for the condition selected. based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition."

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as " compared to Normal condition. These dollar adjustments are based upon Interviews with dealerships across the United States.

ESURANCE also identifies the after factory options and upkeep dollars Invested into the loss vehicle that were brought to its attention. CCC makes dollar adjustments that reflect the impact, if any, these Items have on the value of the vehicle. The total of these adjustments is shown in the Valuation . Summary as Refurbishments.

CCCSONE. MARKET VALUATION REPORT

Owner: Bray, Carlyn Claim: TXA-0206555-01



© COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3	Comp 1 Updated Date: 04/30/2018		
Odometer	181,051	154,000	198,000	131,271	2005 Ford Freestar Wagon Se 6 3.91 Gasoline Spl		
Automatic Transmission		√ V	√ ×	✓	VIN 2FMZA51625BA68757		
Overdrive	Ž	j	j	j	Dealership Auto Broker Texas Inc		
Power Steering	Š	Ž	Ž	ÿ	Telephone (713) 574-4929		
Power Brakes		j	Ž	Ž	Source Dealer Ad Stock # A68757		
Power Windows	.	¥	Ž	Ž	Distance from Ward, AR		
Power Locks	•	j	j	Ž	411 Miles - Houston, TX		
Power Mirrors	•	j	j	Ž	Comp 2 Updated Date: 04/20/2018		
_	~	-	•	•	2005 Ford Freestar Wagon Se 6 3.91		
Power Driver Seat	×	✓	X .	×	Gasoline Spl		
Power Sliding Door	•	×	×	×	VIN 2FMZA516358A65737		
Air Conditioning	•	✓.	✓	✓	Dealership Jay's Auto Recycling Telephone (859) 643-0877		
Climate Control	•	✓.	×	×	Source Dealer Ad		
Dual Air Conditioning	×	✓	×	×	Stock # FA65737		
Till Wheel	✓	✓	✓	✓	Distance from Ward, AR		
Cruise Control	✓	✓	✓	✓	464 Miles - Sparts, KY		
Rear Defogger	✓	✓	✓	✓	Comp 3 Updaled Date: 04/30/2018		
Intermittent Wipers	✓	✓	✓	✓	2005 Ford Freestar Wagon Se 6 3.9I		
Overhead Console	✓	×	×	×	Gasoline Spi VIN 2FMZA51625BA38657		
Entertainment Center	×	✓	×	✓	Deatership Auto Integrity, Lic		
Keyless Entry	✓	✓	✓	✓	Telephone (770) 485-0189		
Cloth Seats	✓	✓	✓	✓	Source Dealer Ad		
Bucket Seats	•	•	•	•	Distance from Ward, AR		
Reclining/Lounge Seats	J	•	×	×	424 Miles - Austell, GA		
3rd Row Seat	Š	j	•	•	Comparable vehicles used in the		
Retractable Seats	ż	j	j	4	determination of the Base Vehicle Value		
AM Radio	Ž	j	Š	j	are not intended to be replacement		
FM Radio		j	Š	,	vehicles but are reflective of the market		
Stereo	•	Ž	3	ž	value, and may no longer be available for sale.		
Search/Seek	•				idr sale.		
	Š	. 🗸	•	•	List Price is the sticker price of an		
CD Player	•	•	V	~	inspected dealer vehicle end the		
Cassette	•	×	×	x	advertised price for the advertised		
Styled Steel Wheels	×	×	~	×	vehicle.		
Wheel Covers	✓.	✓	×	✓	Distance is based upon a straight line		
Drivers Side Air Bag	•	✓	~	4	between loss and comparable vehicle		
Passenger Air Bag	✓	✓	✓	•	locations.		
Anti-lock Brakes (4)	✓	✓	✓	✓	The Condition Adjustment sets that		
4-wheel Disc Brakes	✓	✓	✓	✓	comparable vehicle to Normal condition,		
Front Side Impact Air Bags	×	✓	×	×	which the loss vehicle is also compared		
Parking Sensors	×	✓	×	×	to in the Vehicle Condition section.		
Alam	×	✓	×	×			

CCC SONE. MARKET VALUATION REPORT

Owner: Bray, Carlyn Claim: TXA-0206555-01



COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Traction Control	×	✓	×	×
Stability Control	×	✓	×	×
-Dual Mirrors	, 。	- ac √ - 1 2.	a and	^ ~
Body Side Moldings	✓	✓	✓	✓
Tinted Glass	×	x ,	✔.	×
Privacy Glass	✓	✓	×	✓
Luggage/Roof Rack	×	✓	✓	•
Rear Window Wiper	✓	✓	✓	✓
Clearcoat Paint	✓	×	×	×
Rear Step Bumper	✓	×	×	×
Trailer Hitch	✓ .	x.	×	×
List Price		\$ 2,900	\$ 1,450	\$ 3,240
Adjustments:				
Make/Model/T	'nm	- \$ 250	- \$ 250	- \$ 250
Options		-\$ 154	+ \$ 120	+ S 15
Mileage		- \$ 377	+ \$ 127	- \$ 638
Condition ¹		- \$ 550	- \$ 550	- \$ 550
Adjusted Comparable Value		\$ 1,569	\$ 897	\$ 1,817

CCC 图ONE. MARKET VALUATION REPORT

Owner: Bray, Carlyn Claim: TXA-0206555-01



COMPARABLE VEHICLES

ADDITIONAL COMPARABLE VEHICLES

		Co	Adjusted mparable
Source ·	Vehicle	Price	Value
Comp 4			
Source: Dealer Ad	2005 Ford Freestar Wagon	\$ 2,495	\$ 1,121
Sid Dillon Chevrolet Buic	Se 6 3.91 Gasoline Spi	(List)	•
Crele, NE	Odometer: 127,663		
(888) 673-5147	VIN: 2FMZA51655BA38474		
476 Miles From Ward, AR	Updated Date: 06/14/2018		

Additional Comparable Vahicles are in summary format, but are adjusted the same as those on the previous page.

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Distance is based upon a straight line between loss and comparable vehicle locations.

CCCSONE. MARKET VALUATION REPORT

Owner: Bray, Carlyn Claim: TXA-0206555-01



07/09/2018 11:34 - Refurbishments changed after request Disposed

07/09/2018 11:34 - Refurbishment Rebuilt Transmission Changed: Purchase Price Old: NIL Purchase Price New: \$2,331.00 Mileage Old: NIL Mileage New: 1616

07/09/2018 11:34 - PVADJ CHANGE REQUESTED BY: WALKER, LATOYA (0008824)

06/22/2018 09:10 - POADJ CHANGE REQUESTED BY: LEPLEY, null

06/22/2018 09:10 - Post Valuation Adjustment entered for:

06/22/2018 09:10 - Options added :[Trailer Hitch]

This Market Valuation Report has been prepared exclusively for use by ESURANCE, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of vehicle valuations, and there are other valuation sources available.

Regulations concerning vehicle value include Arkanses Insurance Department Rule 43.

CCC SONE. MARKET VALUATION REPORT

Owner: Bray, Carlyn Claim: TXA-0206555-01

SUPPLEMENTAL INFORMATION



EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK

Abandoned

Damaged

Fire Damage

Grey Market

Hail Damage

Insurance Loss

Junk

Rebuilt

Salvage

EVENT CHECK

NHTSA Crash Test Vehicle

Frame Damage

Major Damage Incident

Manufacturer Buyback/Lemon

Odometer Problem

Recycled

Water Damage

Salvage Auction

VEHICLE INFORMATION

Accident

Corrected Title

Driver Education

Fire Damage Incident

Lease

Lien

Livery Use

Government Use

Police Use

Fleet

Rental

Fleet and/or Rental

Repossessed

Taxi use

Theft

Fleet and/or Lease

Emissions Safety Inspection

Duoticate Title

RESULTS FOUND

- ✓ No Abandoned Record Found
- ✓ No Damaged Record Found
- ✓ No Fire Damage Record Found
- ✓ No Grev Market Record Found
- ✓ No Hall Damage Record Found
- Insurance Loss Record Found
- ✓ No Junk Record Found
- ✓ No Rebuilt Record Found
- ✓ No Salvage Record Found

RESULTS FOUND

- ✓ No NHTSA Crash Test Vehicle Record Found
- ✓ No Frame Damage Record Found
- Major Damage Incident Record Found
- ✓ No Manufacturer Buyback/Lemon Record Found
- ✓ No Odometer Problem Record Found
- ✓ No Recycled Record Found
- ✓ No Water Damage Record Found
- ✓ No Salvage Auction Record Found

RESULTS FOUND

- ✓ No Accident Record Found
- ✓ No Corrected Title Record Found
- ✓ No Driver Education Record Found
- ✓ No Fire Damage Incident Record Found
- Lease Record Found
- ✓ No Lien Record Found
- ✓ No Livery Use Record Found
- ✓ No Government Use Record Found
- ✓ No Police Use Record Found
- ✓ No Fleet Record Found
- ✓ No Rental Record Found
- Fleet and/or Rental Record Found
- ✓ No Repossessed Record Found
- ✓ No Taxi use Record Found
- ✓ No Theft Record Found
- Fleet and/or Lease Record Found
- ✓ No Emissions Safety Inspection Record Found
- ✓ No Duplicate Title Record Found

CCC provides ESURANCE Information reported by Experian regarding the 2005 Ford Freeslar Wagon (2FMZA5084SBA53971). This data is provided for informational purposes. Unless otherwise noted in this Valuation Detail, CCC does not adjust the value of the loss vehicle based upon this information.

LEGEND:

- ✓ No Event Found
- Event Found
- Information Needed

TITLE CHECK

EVENT FOUND

AutoCheck's database for this loss vehicle found historical events that might indicate a significant automotive problem. These problems can indicate past eutomotive damage or warnings associated with the wehicle title.

EVENT CHECK

EVENT FOUND

AutoCheck's database for this loss vehicle found historical events that might indicate a significant automotive problem. These problems can indicate past automotive damage or warnings associated with the vehicle title."

VEHICLE INFORMATION

INFORMATION FOUND

AutoCheck found additional information on this vehicle. These records will provide more history for this loss vehicle

ODOMETER CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no indication of odometer rollback or tempering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tempering, or possible odometer breakage.

CCSONE MARKET VALUATION REPORT

Owner: Bray, Carlyn Claim: TXA-0206555-01

SUPPLEMENTAL INFORMATION



FULL HISTORY REPORT RUN DATE: 07/09/2018

Below are the historical events for this vehicle listed in chronological order.

EVENT	RESULTS	ODOMETER	DATA	EVENT
DATE	FOUND	READING	SOURCE	DETAIL
12/31/2004	TX.		Independent Source	VEHICLE MANUFACTURED AND SHIPPED TO DEALER
01/28/2005	DALLAS, TX		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
01/28/2005	DALLAS, TX		Motor Vehicle Dept.	TITLED OR REGISTERED AS A RENTAL VEHICLE, OR PART OF A RENTAL FLEET
02/16/2005	DALLAS, TX	3	Motor Vehicle Dept.	TITLE
08/19/2005	TX	16412	Auto Auction	REPORTED AT AUTO AUCTION
08/24/2005	TX .	16412	Auto Auction	AUCTION ANNOUNCED AS FLEET/LEASE
04/18/2006	JACKSONVILLE, AR	16462	Motor Vehicle Dept.	TITLE (Lien Reported)
09/08/2006	JACKSONVILLE, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
09/14/2007	JACKSONVILLE, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
08/16/2008	JACKSONVILLE, AR		Molor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
08/14/2009	JACKSONVILLE, `		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
08/19/2010	JACKSONVILLE, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
04/26/2011	WARD, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
05/11/2011	WARD, AR	93310	Motor Vehicle Dept.	TITLE
07/30/2012	WARD, AR		Molor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
07/10/2013	WARD, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
07/31/2014	WARD, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
07/31/2015	WARD, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
08/01/2016 ·	WARD, AR		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL

CCCSONE. MARKET VALUATION REPORT

Owner: Bray, Cartyn Claim: TXA-0206555-01

SUPPLEMENTAL INFORMATION

EVENT RESULTS ODOMETER DATA EVENT

DATE FOUND READING SOURCE DETAIL

07/03/2017 WARD, AR Motor Vehicle Dept. REGISTRATION EVENT/

RENEWAL

06/18/2018 AR

Auto Insurance Source VEHICLE REPORTED AS

TOTAL LOSS

06/18/2018 Auto Insurance Source VEHICLE LOSS CAUSED

BY COLLISION

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